

## Minor Conditional Use Permit (MCUP) and Minor Modification to Add Retail Non-Storefront to a Measure X Use

### Submittal Guide

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*Measure X business owners seeking to amend their Conditional Use Permit (CUP) and Cannabis Business Permit to add retail non-storefront cannabis (delivery) to existing operations must do so through the Minor Conditional Use Permit (MCUP) and Minor Modification process. The standard MCUP application packet has references to items that are not applicable to adding delivery to a Measure X business. Follow this guide carefully to avoid preparing unneeded materials.*

*Materials included in this submittal guide and application packet:*

- Step-by-step MCUP application submittal guide
- MCUP Application Form
- CBP Minor Modification Application Form

#### STEP 1: Eligibility

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**Approved Measure X CUP.** Only businesses with an approved Measure X CUP can apply to add retail non-storefront (delivery) to their Green Zone location through the MCUP process.

#### STEP 2: MCUP Application Submittal

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MCUP applications related to adding retail non-storefront cannabis to a Measure X business must be submitted online. A specific portal will be provided on the City's cannabis webpage. The City will not accept applications in person, via email, or U.S. mail. The City will **NOT** accept incomplete applications for processing.

**MCUP Application Form.** The MCUP application packet can be downloaded here: <https://www.costamesaca.gov/home/showpublisheddocument/226/637327379189070000>

**MCUP Submittal Checklist** (*specific to amending Measure X CUPs to add delivery*)

1. **Scanned application form for Minor CUP.** Application must be completed in full and scanned for online submittal.

2. **Scanned application form for Minor Modification to Cannabis Business Permit.** This application must accompany your MCUP application, but the filing fee of \$1300 will not be collected unless and until the MCUP has been approved.
3. **Applicant letter.** Provide a one-page letter describing the approved CUP and proposed changes, including hours of operation, additional staffing needed, and a description of how each area would be utilized.
4. **Fee payment.** A Planner will contact you when it is appropriate to submit the \$3,800 MCUP fee. Payment for the MCUP application must be made by a credit card, certified check, cashier's check, or money orders made payable to the City of Costa Mesa.
5. **Public notification requirements. DO NOT INCLUDE WITH YOUR APPLICATION.** A Planner will contact you with instructions on how and when to submit the 500-foot-radius assessor parcel map, two sets of typewritten owner and occupant mailing labels, and a certification letter from the person who prepared the map and labels. Additional fees will be charged for a newspaper ad and mailing notices to the public. These fees vary by property.
6. **Plans.** High resolution electronic copy of a site plan, existing floor plan, and proposed floor plan, prepared to scale. The PDF files shall be a minimum resolution of 300 dpi. Elevations and photo simulations are not required, but are accepted for additional context. Plans shall contain the following information:
  - Address of project;
  - Name, telephone number, and email of the agent/applicant
  - Scale of drawings
  - North arrow
  - Street names
  - Parking Summary
  - Street names
  - Site Plan containing property lines and dimensions; outline of buildings, parking areas, and landscaping; walls and fences, including height and materials; off-street parking stalls; and location where delivery vehicles will be loaded, stored, etc. (site plan)
  - Floor plans including dimensions and use of the rooms;
  - Optional: elevations and photo simulations

Do not provide a preliminary grading plan, water quality management plan, or seismic hazard map act survey.

7. **Revised Documents.** If the modification necessitates changes to the approved Business or Security Plans, submit revised documents with changes highlighted. Include a cover memo summarizing the changes.

8. **Applicant Campaign Contribution Disclosure Form.** Complete the disclosure form provided in the MCUP application packet if the applicant or business owner/entity made contributions greater than \$249 to any City Council member in the twelve months prior to submitting the MCUP application.
9. **Retail Cannabis Business Permit Defense and Indemnity Agreement.** This agreement must be executed by the business owner(s) and the signatures must be notarized. This Agreement may be found on the City's cannabis web page and is also attached to this submittal guide.

### **STEP 3: MCUP Application Review**

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Planning staff will review the MCUP application submittal. Be aware that the City may require additional information or revisions during this review. Incomplete applications will be rejected. Once all the documents have been reviewed and deemed acceptable by the Planning Division, a Planner will issue a letter of completeness. Afterward Planning and other departments will thoroughly review the proposed project and identify potential deficiencies regarding compliance with City and state requirements; identify future code requirements; and draft conditions of approval, etc. The applicant may be required to revise the various plans and documents.

### **STEP 4: Public Notification**

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Once a Zoning Administrator decision date is set, staff will request the noticing materials. The City will issue a public notice via newspaper ad and by mailing post cards to owners and occupants within a 500-foot-radius of the subject property. The cost of publishing and mailing will vary by project. A Planner will let the applicant know the final publishing and mailing cost. These fees must be paid in full prior to the decision date.

### **STEP 5: Zoning Administrator Decision**

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A MCUP is decided by the Zoning Administrator after the public notification period is complete. However, the Planning Commission may choose to call the project up for review at a public hearing. The Zoning Administrator or Planning Commission will either approve or deny the project. Decisions are appealable to either the Planning Commission or City Council.

### **STEP 6: Apply for a Minor Modification to your Cannabis Business Permit**

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After the appeal period has expired, staff will collect the fee for the Minor Modification application to amend your Cannabis Business Permit. (The Minor Modification to a CBP application form can be found on the City's cannabis webpage and is also included in this submittal guide.)

Staff will incorporate the revised site plan, floor plan(s) and Security and Business Plans

submitted and reviewed as part of the MCUP into the CBP.

The applicant will be required to obtain badges for any new employees that will be hired to accommodate the delivery business.

#### **STEP 7: Building Permits**

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Tenant improvements, landscape improvements, and other building modifications require issuance of building permits prior to commencing any construction or improvement. The applicant is responsible to obtain all required permits from the Building Division and Fire Department as applicable. Information about the plan check submittal and building inspection process may be found on the Building Division's webpage:

<https://www.costamesaca.gov/city-hall/city-departments/development-services/building-safety>

The CBP will not be issued until the Building Division has granted final approval for all construction.

#### **STEP 8: Issuance of the Minor Modification to the CBP**

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After construction has been completed and approved by the Building Division, the applicant shall contact the Community Improvement Division to obtain the revised CBP. The applicant shall submit a matrix with the conditions of approval imposed on the MCUP and demonstrate how each condition has been satisfied.

The CID shall schedule a site inspection so that representatives from the Fire Department and the Planning and Community Improvement Divisions may confirm that the site improvements conform to all requirements set forth in the CUP and state and local codes. CID staff shall also confirm that all staff members have passed the background check and issue badges for new employees.

Following issuance of the CBP, the applicant shall obtain a revised Business License reflecting the delivery use.

#### **QUESTIONS?**

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Email us at [cannabis@costamesaca.gov](mailto:cannabis@costamesaca.gov) or call the City's cannabis hotline at (714) 754-4902.



## ADMINISTRATIVE ADJUSTMENT, MINOR CONDITIONAL USE PERMIT, AND MINOR DESIGN REVIEW

(Zoning Administrator Review Required / Approximate Processing Time: 8-12 Weeks)

### SUBMITTAL CHECKLIST

- ☐ 1. **APPLICATION FORM:** Wet ink signature by property owner(s), agent/applicant required. Application must be completed in full.
- ☐ 2. **APPLICANT LETTER** (18 copies)
  - ☐ A. On a separate sheet of paper, please describe your project.
  - ☐ B. **Minor Conditional Use Permit:** If you are applying for a minor conditional use permit, describe how the proposed use is substantially compatible with uses permitted in the same general area and how the proposed use would not be materially detrimental to other properties in the same area. Within your project description, please include the previous use, existing square footage, and square footage breakdown of proposed uses, if applicable.
  - ☐ C. **Administrative Adjustment:** If you are applying for an administrative adjustment, describe the property's special circumstances, including size, shape, topography, location or surroundings that deprive the property of privileges enjoyed by other properties in the vicinity under the identical zoning classification due to strict application of the Zoning Code. Within your project description, please include the previous use, existing square footage, and square footage breakdown of proposed uses, if applicable.
- ☐ 3. **FEE PAYMENT**

See attached fee schedule for applicable fee information. Make check(s) payable to the "City of Costa Mesa."  
NOTE: All planning fees are one-time, non-refundable fees.
- ☐ 4. **PUBLIC NOTIFICATION REQUIREMENTS**
  - ☐ A. **Radius Map:** This map shall show the subject property and all properties within a **500-foot** radius. Assessor parcel numbers must be shown on all affected properties.
  - ☐ B. **Mailing Labels:** Submit two sets of typewritten mailing labels (on 5160 mailing labels) & one photocopy. A mailing label is required for every property that is within the 500-foot radius (either wholly or partially). The mailing label must contain the assessor parcel number above the name of the owner and applicable address. Property owner names and addresses shall be obtained from the latest available County of Orange assessment rolls. Separate mailing labels shall also be provided for each tenant/occupant within the 500-foot radius.
  - ☐ C. **Certification Letter:** The person who prepared the radius map and mailing labels shall write and sign a letter certifying that the information is true and accurate.
- ☐ 5. **PLANS**
  - ☐ 1. **18" x 24"** (or larger) drawn to scale and folded to 8½" x 11", with the face of the plans out:
    - **Three sets (stapled)** containing site, floor and elevation plans.
    - **Two** additional site plans.
  - ☐ 2. **11" x 17"** plans folded in half, with the face of the plans out:
    - **Four sets (stapled)** containing site, floor and elevation plans.
    - **Twelve (stapled)** additional site and floor plans.
  - ☐ 3. **One 8½" x 11"** copy of full plans.
  - ☐ 4. **High resolution electronic copy** of plans (PDF version) provided on a USB drive or CD (two weeks prior to hearing date). The PDF file should be a minimum resolution of 300 dpi. All sheets must be oriented correctly.
  - ☐ 5. Color front, side, rear elevations and color street elevations (one color set may be submitted two weeks prior to the hearing date).

- ☐ 6. **PRELIMINARY GRADING PLAN** (for development projects only, discuss with planner)

Submit three copies showing: Existing and proposed grade elevations at the property lines; Elevations are to be shown at 20-foot intervals; Existing grade elevations 5' away from the subject site on all surrounding properties; Arrows depicting direction of flow and identification of any existing drainage courses; Finished floor elevations of all the proposed and existing buildings (to be retained).

- ☐ 7. **WATER QUALITY MANAGEMENT PLAN** (preliminary, see page 3)

## PROCESSING TIME

Approximately 8-12 weeks. The following will extend the processing time:

- Incomplete application (due to the lack of information, inaccuracies or revisions).
- Project revisions made by the applicant.
- Environmental document required (e.g. Negative Declaration).

## PLANS CHECKLIST

The plans shall contain the following information:

- ☐ 1. Address of project;
- ☐ 2. Name, telephone and email of applicant or architect;
- ☐ 3. Scale of drawings;
- ☐ 4. Topography/grading plan if:
  - A. There is greater than a 2-foot elevation difference onsite.
  - B. Site elevation exceeds (or will exceed) the neighboring property by 1 foot or more.
- ☐ 5. Existing trees;
- ☐ 6. Location of structures on adjoining lots. Identify structures and indicate location of second-story windows.
- ☐ 7. Setbacks from ultimate property lines, if applicable, and distances between buildings;
- ☐ 8. Required right-of-way dedications, if any, and location of ultimate property lines;
- ☐ 9. Dimensions and use of existing (to remain) and proposed structures;
- ☐ 10. All property lines and dimensions;
- ☐ 11. Pedestrian access and circulation;
- ☐ 12. Landscape and other open space areas;
- ☐ 13. Walls and fences – height and materials;
- ☐ 14. Trash enclosures (except residential projects with 4 units or less);
- ☐ 15. Loading area, including dimensions and screening;
- ☐ 16. Off-street parking:
  - A. Designate types and number of spaces;
  - B. Dimensions of parking stalls, maneuvering areas, and driveways;
  - C. Identify paving materials; and
  - D. Show location of curbing and wheel stops.
- ☐ 17. Names and widths (to centerline) of all adjacent streets and alleys;
- ☐ 18. North arrow;
- ☐ 19. Easements on or across the site;
- ☐ 20. Floor plans including dimensions and use of the rooms;
- ☐ 21. Exterior elevations of all sides of the building, including height, use of rooms and materials;
- ☐ 22. Roof plan;

The following information, where applicable to your project, must be provided either on the site plan or separately:

- ☐ 1. Lot area (after dedication, where required);
- ☐ 2. Number of dwelling units, classified by number of bedrooms per unit (X=bachelor, Y=1 bedroom, Z=2 bedrooms); dens, libraries, studios, etc. are considered bedrooms for this purpose;
- ☐ 3. Number of parking spaces – classify as to open parking, carport, or garage;
- ☐ 4. Area (sq. ft.) and percentage of lot devoted to open space (area other than buildings, driveways and parking);
- ☐ 5. Area (sq. ft.) of each building, and total building area (including carports and garages);
- ☐ 6. Area (sq. ft.) and percentage of lot devoted to driveway and open parking.

## APPEALS

The Zoning Administrator is responsible for approving or denying this application. The item can either be appealed or called up for hearing before the Planning Commission. The appeal must be filed by 5:00 PM within seven (7) days of the Zoning Administrator's decision with the City Clerk's Office at City Hall. See the attached fee schedule for the filing cost of an appeal.

## MATERIALS INCLUDED IN APPLICATION PACKET

Additional materials included in this packet:

- Application form
- Development Fees information handout
- Processing fees information handout
- A partial list of surrounding property notification service companies
  - Format sample of mailing labels with surrounding property notification example map

## WATER QUALITY MANAGEMENT PLAN

### WHAT IS A WQMP?

A WQMP is a written document indicating what structural and non-structural "best management practices" will be incorporated into the project, both design and operation characteristics, to control pollutant runoff into the storm drain system over the life of the project. Contact the Public Services Department at (714) 754-5323 for more information about this requirement.

### WHY ARE THEY REQUIRED?

In response to the Federal Clean Water Act of 1987 and the National Pollution Discharge Elimination System (NPDES) permit requirements, the City of Costa Mesa requires the Water Quality Management Plan (WQMPs) for certain types of projects. The intent is to reduce the content of storm water runoff to the maximum extent possible.

### WHAT TYPE OF PROJECT REQUIRES A WQMP?

1. All construction projects, which require discretionary approval by the City of Costa Mesa, shall be required to submit a WQMP for approval by the City prior to the issuance of building permits.
2. All subdivisions of land shall be required to submit a WQMP for approval by the City prior to recordation, if determined applicable by the City.

## SEISMIC HAZARD MAP ACT SUMMARY

### WHAT IS REQUIRED?

The State's minimum criteria for project approval within Seismic Hazards Zones are defined in the California Code of Regulations (CCR Section 3724 (b)). The following is a summary of the criteria that shall be used by the City of Costa Mesa:

1. A project shall be approved only when the nature and severity of the seismic hazards at the site have been evaluated in a geotechnical report and appropriate mitigation measures have been proposed.
2. The geotechnical report shall be prepared by a registered civil engineer or certified engineer geologist\*. The geotechnical report shall contain site-specific evaluations of the seismic hazard affecting the project, and shall identify portions of the project site containing seismic hazards. The report shall also identify any known off-site seismic hazards that could adversely affect the site in the event of an earthquake. The contents of the geotechnical report shall include, but shall not be limited to, the following:
  - Project description.
  - A description of the geologic and geotechnical conditions at the site, including an appropriate site location map.
  - Evaluation of site-specific seismic hazards based on geological and geotechnical conditions, in accordance with current standards of practice.
  - Recommendations for appropriate mitigation measures as required in Section 3724(a), above.
  - Name of report preparer(s) and signature(s) of a certified engineer geologist and/or registered civil engineer\*.
3. Prior to approving the project, the City of Costa Mesa, or a City-selected consultant\*, shall independently review the geotechnical report to determine the adequacy of the hazard evaluation and proposed mitigation measures and to determine that the requirements of Section 3724 (a) above, are satisfied.

\* Having competence in the field of seismic hazard evaluation and mitigation.

(Above criteria from the "Guidelines for Evaluating and Mitigating Seismic Hazards in California" – March, 1997)

## CONTACT US

City of Costa Mesa  
Development Services Department  
77 Fair Drive, 2<sup>nd</sup> Floor  
Costa Mesa, CA 92626

Community Improvement Division: (714) 754-5638  
Planning Division: (714) 754-5245  
Fax Number: (714) 754-4913  
Hours: Monday through Friday, 8 AM to 5 PM

Email: [PLANNINGCOMMISSION@costamesaca.gov](mailto:PLANNINGCOMMISSION@costamesaca.gov)

Website: [www.costamesaca.gov](http://www.costamesaca.gov)



City of Costa Mesa, Development Services Department  
77 Fair Drive, P.O. 1200, Costa Mesa, CA 92628-1200  
Phone: (714) 754-5245 Fax: (714) 754-4856 www.costamesaca.gov

Office to Assign

## PLANNING APPLICATION (PART ONE – TYPE OR PRINT)

Application # \_\_\_\_\_

### PROPERTY ADDRESS:

Property Owner \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Address \_\_\_\_\_ Email \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Property Owner's Signature see note1 below \_\_\_\_\_ Date \_\_\_\_\_

### AUTHORIZED AGENT:

\_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Address \_\_\_\_\_ Email \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Authorized Agent's Signature see note2 below \_\_\_\_\_ Date \_\_\_\_\_

### PROJECT DESCRIPTION: [Briefly describe project below and attach detailed project description & justification for approval:]

### PROJECT RELATED TOPICS: I have noted below the items that are applicable to the project:

- ☐ In the Redevelopment Area    ☐ Subject to future street widening  
☐ In a Specific Plan Area    ☐ Includes a drive-through facility (Special notice requirements, per GC Section 65091 (d))

### HAZARDOUS WASTE AND SUBSTANCES SITES: Pursuant to Section 65962.5 of the Government Code, I have reviewed the Hazardous Waste and Substances Site List (see reverse side) and determined that the project:

- ☐ IS NOT included in the LIST    ☐ IS included in the LIST

**<sup>1</sup>RIGHT OF ENTRY:** The abovesigned ("Property Owner") is the owner of certain real property identified above in Costa Mesa, California ("Property"), acknowledges that the application process requires the property to be posted with a public hearing notice, where applicable. Property Owner hereby permits the City of Costa Mesa ("City"), by and through its employees or agents, to enter upon the property for the sole purpose of posting, modifying, and removing a public hearing notice relating to Property Owner's Planning Application. The right of entry shall be granted by Property Owner to City at no cost to City and shall remain in effect until the removal of the public hearing notice. Owner further agrees to release, waive, discharge and hold harmless City, its employees and agents, from and against any and all loss, damage, injury, liability, claim, cost or expense resulting from or arising out of the activities of City, its employee and agents, upon the Property, pursuant to this signed application.

**<sup>2</sup>PENALTY OF PERJURY:** I declare under penalty of perjury that all statements contained in this application and any accompanying documents are true and correct, with full knowledge that all statements made in this application are subject to investigation and that any misrepresentations, false or dishonest information contained in the application materials may be grounds for denial of the application.

### WHEN COMPLETED, PLEASE RETURN ALL COPIES TO PLANNING DIVISION (PART TWO BELOW – "OFFICE USE ONLY")

Date Application Received \_\_\_\_\_ By \_\_\_\_\_ Receipt # \_\_\_\_\_

Date Application Determined Complete \_\_\_\_\_ By \_\_\_\_\_

<input type="checkbox"/> Admin Adjustment	\$	<input type="checkbox"/> Gen Plan Screening	\$	<input type="checkbox"/> RCID Conversion	\$
<input type="checkbox"/> Appeal	\$	<input type="checkbox"/> Lot Line Adjustment	\$	<input type="checkbox"/> Rezone	\$
<input type="checkbox"/> CUP	\$	<input type="checkbox"/> Master Plan	\$	<input type="checkbox"/> Specific Plan Amd	\$
<input type="checkbox"/> Design Review	\$	<input type="checkbox"/> Minor CUP	\$	<input type="checkbox"/> Tent Tract/Parcel	\$
<input type="checkbox"/> Dev Agreement	\$	<input type="checkbox"/> Minor Design Review	\$	<input type="checkbox"/> Time Extension	\$
<input type="checkbox"/> Development Review	\$	<input type="checkbox"/> Negative Declaration	\$	<input type="checkbox"/> Variance	\$
<input type="checkbox"/> Gen Plan Amendment	\$	<input type="checkbox"/> Planned Signing Prg	\$	<input type="checkbox"/> Other	\$

TOTAL \$

APN: \_\_\_\_\_ Zone: \_\_\_\_\_ General Plan: \_\_\_\_\_



## Hazardous Waste and Substances Sites\*

Updated August, 2020

Before the City of Costa Mesa accepts an application as complete for any development project, the applicant shall consult this list and sign the Planning Application form, indicating that the project site is listed as a hazardous waste and substances site (Section 65962.5 of the Government Code).

<u>SITE NAME</u>	<u>ADDRESS</u>
777 PROPERTIES I, LLC	759 & 765 WEST 16TH ST
AMETEK AEROSPACE INC. (FORMER)	1644 WHITTIER AVE
CRITERION MACHINE WORKS (FORMER)	775 & 777 16TH ST
CLA-VAL CORP	1701 PLACENTIA AVE
COSTA MESA FIRE STATION #3	1865 PARK
COSTA MESA AIR NATIONAL GUARD	2651 NEWPORT BLVD
COSTA MESA SITE DISCOVERY PROJECT	BOUNDARY AREA (SEE CORTESE)
FORMER LOS ANGELES TIMES	1375 W. SUNFLOWER AVE
G & M OIL #21	2995 BRISTOL ST**
GENERAL TRANSMISSIONS	2073 HARBOR BLVD**
HILTON COSTA MESA	3050 BRISTOL ST
J.C. CARTER CO., INC.	671 W 17TH ST
MOBIL #18 - HDR	3195 HARBOR BLVD**
MOBIL #18 – JMY	3470 FAIRVIEW**
NEWPORT MESA UNIFIED SCHOOL DISTRICT	2985 A BEAR**
OLEN PROPERTIES - AIRPORT BUSINESS CENTER	3100 AIRWAY AVE
P AND M STATION #975 AKA SUPERIOR STATION INC.	2050 HARBOR BLVD**
PACIFIC AVENUE LANDFILL	2193 PACIFIC AVE
PRECISION OPTICAL INCORPORATED FACILITY	865 & 869 W 17TH ST
RANDY'S AUTOMOTIVE PROPERTY	2089 HARBOR BLVD
SOUTHERN CALIFORNIA EDISON LAFAYETTE SUBSTATION	1680 MONROVIA AVE
SEMICOA	333 MCCORMICK AVE
THE MET	575 ANTON**
THRIFTY OIL #151	751 BAKER**
UNOCAL #5404	3599 HARBOR**
WALGREENS STORE NO. 11652	1726 SUPERIOR AVE

Sources: *State of California Water Resources Control Board, GeoTracker, August 2020*  
*State of California Department of Toxic Substance Control, Cortese List, August 2020*

\*The sites listed here are only those that are specifically categorized as open in the Geotracker and Cortese lists. For more information and for a full list of hazardous waste and substance sites, please see the above sources. For information on a specific site, please contact the Orange County Health Care Agency, Environmental Health Division at (714) 433-6000.

\*\*Indicates Leaking Underground Storage Tank Sites



## BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION

### DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Bidder/Applicant/Proposer

\_\_\_\_\_  
Date



## PUBLIC NOTICING

### SURROUNDING PROPERTY NOTIFICATION SERVICE COMPANIES

This listing is provided as a convenience to applicants. It contains information from companies who have advised the City of their services and does not constitute a recommendation or endorsement by the City of Costa Mesa.

Advanced Marketing Services  
Post Office Box 2593  
Dana Point, California 92624  
Office (949) 361-3921  
Fax (949) 361-3923

Donna's Radius Maps 684  
South Gentry Lane  
Anaheim, California 92807  
Office (714) 921-2921  
ddradiusmaps@sbcglobal.net

Ownership Listing Service  
Notification Services  
Catherine McDermott  
Phone and Fax (951) 699-8064  
ownershiplistingservice@hotmail.com

A M Mapping Services  
7211 Haven Ave., Suite E375  
Alta Loma, California 91701  
Phone (909) 466-7596  
Fax (909) 466-7595  
ammapingserv@aol.com

Foothill Project Management  
The Urban Design Center  
Corrie D. Kates  
Radius Maps  
1590 Adams Ave., #4403  
Costa Mesa, California 92628  
Phone (714) 434-9228

Radius Maps  
Land Development Database  
Gary Perkins  
Phone (888) 272-3487  
radiusmaps@gmail.com

DBS  
Dependable Business Services,  
Inc. Dennis Stout  
504 E. Palmyra Ave.  
Orange, California 92866  
Phone (714) 744-2845  
Fax (714) 744-5123  
dnstout@gmail.com

KEC Radius Maps  
Property Ownership  
Information Darren L. Knudson  
17731 Irvine Blvd., Suite 202  
Tustin, California 92780  
Cell (714) 865-2945  
Fax (714) 832-9160  
darren@knudsonengineers.com

Susan W. Case, Inc.  
Ownership Listing Service  
917 Glenneyre Street, Suite 7  
Laguna Beach, California 92651  
Phone (949) 494-6105  
Fax (949) 494-7418  
orders@susancaseinc.com

Darla A. Hammond  
T-Square Mapping Service  
Radius Map  
969 So. Raymond Ave.  
Pasadena, California 91105  
Phone (626) 403-1803  
Fax (626) 403-2972

Karen Martin  
668 N Coast Hwy # 401  
Laguna Beach, CA 92651  
Phone (866) 752-6266  
Notification Maps.com  
sales@NotificationMaps.com

Szeto and Associates  
ABC License Mapping Service  
879 W Ashiya Road  
Montibello, California 90640  
Office (626) 512-5050  
Fax (323) 246-4007  
stanleyszeto@sbcglobal.net

Robert Simpson  
City Radius Maps  
300 East Bonita #3641  
San Dimas, CA 91773  
818-850-3382  
robert@cityradiusmaps.com

DataPro  
800-568-7104  
datapromapping@gmail.com  
www.datapromapping.com





Development Services Department  
Email: [cannabis@costamesaca.gov](mailto:cannabis@costamesaca.gov)  
Cannabis Hotline: (714) 754-4902  
Monday – Thursday; Every other Friday  
8:00AM – 5:00PM

## CANNABIS BUSINESS PERMIT (CBP) MINOR MODIFICATION APPLICATION

All items described in the submittal instructions must be provided or this application will not be accepted for processing by the City

### SECTION 1 – CANNABIS BUSINESS INFORMATION

Legal Business Name and DBA: \_\_\_\_\_

Property Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Current Cannabis Business Permit No.: \_\_\_\_\_

Conditional Use Permit No.: \_\_\_\_\_

Authorized Agent Contact Information:

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### SECTION 2 – PROPOSED MODIFICATION

\_\_\_\_\_ Change in Ownership of less than 51%

\_\_\_\_\_ Addition of Non-Retail Storefront License to existing Cannabis Business

\_\_\_\_\_ Other modifications to Operations, Facility, and/or approved Business and Security Plans

**SECTION 3 – AFFIRMATION AND SIGNATURES**

Please read carefully:

I understand that as defined by Title 1, section 1-35(l), of the Costa Mesa Municipal Code (CMMC). I am deemed the responsible party for any violation(s) of the CMMC that may arise at the proposed facility location.

I certify that the business is currently operating in compliance with all provisions of the CMMC, the Cannabis Business Permit, and the Conditional Use Permit (CUP) for the subject location.

I understand and acknowledge that the operation of this Cannabis Facility must adhere to all the requirements of Title 9, Chapter VI of the CMMC and all other applicable state and local laws and all regulations promulgated thereunder and affirm that this business will be operated in compliance with applicable state and local law and all regulations promulgated thereunder. I understand and acknowledge that any permit issued based on false or misleading statements provided in this application will be deemed invalid and subject to revocation.

I declare under PENALTY OF PERJURY under the laws of the State of California that the foregoing statements are true and correct.

**Applicant**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Property Owner**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA   )  
  )   ss  
COUNTY OF ORANGE   )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, who proved  
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on  
the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

I certify under PENALTY OF PERJURY under law of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

MY COMMISSION EXPIRES: \_\_\_\_\_

\*\*\*\*\*

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA   )  
  )   ss  
COUNTY OF ORANGE   )

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the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on  
the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

I certify under PENALTY OF PERJURY under law of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

MY COMMISSION EXPIRES: \_\_\_\_\_



## **Retail Cannabis Business Permit Defense and Indemnity Agreement**

Must be Executed by the Entity or Person to be Issued the Measure Q

Retail Storefront or Non-storefront Permit

Permittee Signatures Must be Notarized

THIS RETAIL CANNABIS BUSINESS PERMIT DEFENSE AND INDEMNITY AGREEMENT to defend and indemnify the City of Costa Mesa ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City") and \_\_\_\_\_, a [state] [type of entity] ("Permittee"). City and Permittee are each a "Party" and collectively the "Parties" to this Agreement.

A. Permittee has applied for a Commercial Cannabis Business Permit ("Permit") to engage in retail sales (storefront and/or non-storefront) of cannabis pursuant to the provisions of Chapter VI of Title 9 of the Costa Mesa Municipal Code; and

B. The City's ordinances and regulations set forth various requirements for the issuance of retail Commercial Cannabis Business permits, including but not limited to defense and indemnity of the City and maintenance of specified insurance amounts; and

C. The Parties desire to set forth herein the various obligations and requirements related thereto.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the Parties hereby agree as follows:

1. Defense, Indemnification and Hold Harmless. Permittee shall defend, with attorneys of City's choosing, indemnify, release and hold harmless the City, its City Council, boards, commissions, officers, agents, employees and/or volunteers from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and/or expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to the Permittee or the Permittee's activities. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees and other expenses incurred in connection with such claim, action, or proceeding whether incurred by the Applicant, Permittee, City and/or the parties initiating or bringing such proceeding, and shall not be limited by the types and/or amounts of insurance required herein.

2. Insurance. Permittee shall obtain, maintain and keep in full force and effect at all times during the term of its Permit comprehensive general liability insurance and comprehensive automotive liability insurance protecting the Permittee in an amount of not less than two million dollars (\$2,000,000.00) per occurrence, combined single limit, including bodily injury and property damage and not less than two million dollars (\$2,000,000.00) aggregate for each personal injury liability, products/completed operations and each accident, issued by an insurance provider rated at least A-:VIII in A.M. Best and Company's Insurance Guide and either admitted and authorized to do business in California or is listed on the California Department of Insurance's List of Approved Surplus Line Insurers. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions: (a) Additional insureds: "The City of Costa Mesa, its City Council, boards, commissions, officers, agents, employees and/or volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Permittee; products and completed operations of the

Permittee; premises owned, occupied or used by the Permittee; automobiles owned, leased, hired, or borrowed by the Permittee"; (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

2.5. Approval. City agrees that Permittee's entering into this Agreement shall satisfy the requirement for an agreement to defend and indemnify the City pursuant to Chapter VI of Title 9 of the Costa Mesa Municipal Code.

3. Attorneys' Fees. In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the Parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

5. Assignment. Permittee shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Permittee's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Permittee of Permittee's obligation to perform all other obligations to be performed by Permittee hereunder for the term of this Agreement.

6. Binding Effect. This Agreement binds and benefits the Parties and their respective permitted successors and assigns.

7. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Permittee and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

8. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

9. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment.. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

10. Amendments. Only a writing executed by the Parties hereto or their respective successors and assigns may amend this Agreement.

11. Waiver. The delay or failure of either Party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of

this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

12. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any Party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both Parties agree to substitute such provision(s) through good faith negotiations.

13. Corporate Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so the Parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**PERMITTEE**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

[CITY'S SIGNATURES ON FOLLOWING PAGE]

**CITY OF COSTA MESA**

\_\_\_\_\_  
Jennifer Le  
Director of Economic and Development  
Services

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Brenda Green  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

[PERMITTEE NOTARIZATIONS FOLLOW]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_)

Permittee's Signature(s) Must be Notarized

On \_\_\_\_\_ before me, \_\_\_\_\_ (insert here the name and title of officer), personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the persons(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature: \_\_\_\_\_

*Place Notary Seal Above*

On \_\_\_\_\_ before me, \_\_\_\_\_ (insert here the name and title of officer), personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the persons(s) acted, executed the instrument.

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STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_)

Permittee's Signature(s) Must be Notarized

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Signature: \_\_\_\_\_

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Signature: \_\_\_\_\_

*Place Notary Seal Above*